



TERMS AND CONDITIONS

ValuCompass Software's ("ValuCompass", "we" or "us") web-based analysis platform provides access to ValuCompass's proprietary products and services pursuant to the following terms of use, including the Privacy Policy available at <https://www.ValuCompass.com/privacy> and the Acceptable Use Policy attached hereto as Exhibit A. Our "Agreement" with you is made up of these terms of use, our Privacy Policy, and our Acceptable Use Policy ("AUP"), each of which is incorporated into this Agreement. By registering for or otherwise accessing or using the Services, you agree that this Agreement applies to you and that you are obligated to comply with its terms. If you agree to this Agreement on behalf of an entity, then your act of acceptance confirms that you are authorized to enter into this Agreement on behalf of that entity, and that the entity is subject to its terms. "You" means you and the entity on whose behalf you enter into this Agreement.

1. USE OF THE SERVICES. You may access and use the tools, products and services that we make available to you ("Services") and the content we make available to you through the Services ("Content") in accordance with the Agreement (including the AUP) for purposes of your internal business operations. The Services that we provide are proprietary to us, and you must not use the Services in any way that is competitive with, or is intended to disclose the Services to a competitor of, ValuCompass. ValuCompass will make the Services available via the ValuCompass website located at www.bluesky.valucompass.com or a successor URL. The Services may be accessed using supported Internet browsers. You are responsible for all costs associated with your access to the Services, including but not limited to your Internet connection, computer and browser technology.

2. REGISTRATION; USER ID. When you accept an invitation to subscribe to the Services, you will receive an email through which you may select a password. You must access the Services using the email address and selected password combination ("User ID"). You may change your email address and/or password by logging into your account on the ValuCompass website. In order for us to maintain your account with us, you agree to provide us with current, complete and accurate information as prompted during the registration process, and to update your information promptly after it changes. We strive to keep our Services secure, and ask that you do the same. ACCORDINGLY, YOUR ACCOUNT AND USER ID ARE SOLELY FOR YOUR PERSONAL USE TO ACCESS THE SERVICES. YOU MAY NOT SHARE YOUR USER ID OR PERMIT ANYONE ELSE TO USE YOUR ACCOUNT OR USER ID, INCLUDING OTHER EMPLOYEES OF THE ENTITY ON WHOSE BEHALF YOU ENTER INTO THE AGREEMENT (EXCEPT AS SET FORTH IN SECTION 3 BELOW). You are responsible for all use of your account and User ID and for preventing unauthorized use. If you believe there has been unauthorized use, you must notify ValuCompass immediately at support@ValuCompasssoftware.com. ValuCompass may suspend, disable, or change your account or User ID at any time if we believe that your UserID has been compromised, that you or someone using your account is a threat to the integrity or security of the Services, or if we have another reasonable basis for doing so.

3. YOUR ACCOUNT. Each account has one authorized user. You may replace the authorized user for your account one time during the Term by giving written notice to ValuCompass. Subject to your compliance with the Agreement and payment of all Subscription Fees (if any), you may access and use the Services and Content for their intended purposes. When you register and create an account, a profile will be generated for you which includes Your Materials and also analysis of Your Materials generated by the Services (collectively, "Your Profile"). When you register for the Services, ValuCompass will automatically have access to Your Profile. Also, if you use an Agency or Advisor to register for the Services (or later associate an Agency or Advisor with your account), that Agency as well as its Advisors will automatically have view-only access to Your Profile and you hereby authorize ValuCompass to permit that Agency and those Advisors to access and view Your Profile.

"Agency" means a financial services firm or other entity that has a separate contractual relationship with ValuCompass and that you have designated as an "Agency" on your account. "Advisors" means persons who are authorized by an Agency to provide advisory services to clients, which may include you. After you register for the Services, you may, at any time, by giving at least 30 days' written notice to ValuCompass, terminate the Agency's (and its Advisors') right to access and view Your Materials or terminate the Services as set forth in Section 11 below. If you choose to terminate an Agency's right to access and view Your Profile, by giving written notice to us, you may either designate a new Agency (but only if it has a then-current contractual relationship with ValuCompass) to have access and viewing rights to Your Profile, or transfer to an in-house account where only you and ValuCompass have access to Your Profile ("House Account") for the remainder of the Term of your subscription. If the subscription of any Agency that has access rights to Your Profile expires or is terminated for any reason, your account will automatically be transferred to a House Account for the remainder of the Term of your subscription unless you authorize a new Agency to access Your Profile by written notice to ValuCompass as set forth above. This Agreement is between you and ValuCompass. You understand and agree that ValuCompass does not endorse, recommend or approve any Agency or Advisor. ValuCompass is not a party to, and is not responsible for, the relationship between you and any Agency or Advisor, including but not limited to any financial or contractual relationship between you and any Agency or Advisor.

4. LIMITATIONS ON USE. In addition to the other restrictions in this Agreement, you may not download, store, reproduce, modify, create derivative works, republish, transmit, display, distribute or take screenshots of any portion of the Services or Content, except that you are permitted to print, take screenshots of, and reproduce your own data and reports so long as they are used for your own internal purposes. You further agree not to (a) sell, rent, lease, loan, transfer, sublicense or otherwise make available or permit access to the Services or Content to any third party; (b) frame or "mirror" the Services or Content or any part thereof; (c) modify, decompile, disassemble or reverse engineer any portion of the Services or Content; (d) use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology that has similar functionality to access, acquire, copy or monitor any portion of the Services or Content, including conducting automated functionality tests or

load tests on the Services; (e) use a disproportionate amount of the Services that interrupts or degrades the Services; (f) access or use the Services or Content to build a competitive product or service or to replicate significant portions of the Content in order to reduce the need to access and use the Services; (g) violate the security of the Services or attempt to gain unauthorized access to the Services, Content or ValuCompass's computer systems or networks connected to any server associated with ValuCompass, or attempt to circumvent any technology used to limit access to or use of the Services or to track usage; (h) use the Services or Content retrieved from the Services in any manner that infringes or violates the rights of ValuCompass or any third party; (i) export or re-export the Services or Content or any portion thereof, in violation of the export control laws and regulations of the United States of America; or (j) use the Services or Content in any manner that is unlawful or harms ValuCompass, its service providers, suppliers or any other user. ValuCompass may track, monitor, report, analyze, and limit your usage of the Services.

5. SERVICES UPDATES; SERVICES INTERRUPTIONS. ValuCompass reserves the right to modify the Services and Content at any time, including but not limited to adding or removing features, functionality and Content. The Services and Content may be unavailable at certain times, including during any unanticipated or unscheduled downtime or unavailability of all or any portion of the Services or Content as a result of system failures, service interruptions, or force majeure events. ValuCompass has no obligation to provide support for the Services unless otherwise separately agreed to in writing between you and ValuCompass.

6. DATA; YOUR MATERIALS. Once you have been granted access to our Services, you will have the opportunity to enter data and information about you and your company (e.g., revenues, industry, and so forth) (collectively, "Data") so that we may provide you with reports and analytics about your business. We understand that your Data is confidential, and we do not intend to share it with third parties except as for Agencies and Advisors designed by you, and to our subcontractors necessary to provide you with the Services. You acknowledge that our Services are built upon databases and algorithms that incorporate a wide range of data and information regarding a variety of companies. Accordingly, you hereby grant us a nonexclusive, worldwide,

transferable, fully paid up, royalty-free, perpetual, non expiring right to use your Data for our internal business purposes in order to improve our Services and offerings, which may include incorporating your Data into our databases, application, algorithms, statistical tools and analytics; provided, however, that when using your Data in this manner we will not directly identify you in association with the Data.

We might also provide you with tools through which you can upload certain files, documents, and other materials ("Your Materials") to a special storage area associated with your account, and Your Materials may be made available to you (and your Agency and Advisor(s)) through the Services. Your Materials remain yours, and we take no ownership or other interest in Your Materials. However, applicable law requires that we receive certain rights from you in order to store and host Your Materials and make Your Materials available as specified above. Also, the ValuCompass servers and software automatically modify and reproduce Your Materials in an effort to keep the Services available. Accordingly, you hereby grant to ValuCompass (and, as necessary, our subcontractors) a limited, nonexclusive, worldwide, transferable, fully paid up, royalty-free license to use, access, reproduce, store, transmit, modify, reformat, distribute, publicly display and publicly perform Your Materials for the sole purposes of performing its obligations to you under this Agreement. ValuCompass (and its subcontractors) may also access Your Materials for support purposes in operating and improving the ValuCompass Services. ValuCompass may also permit third parties to access, view and use Your Materials for the following limited purposes: (a) to make Your Materials available to any Agency (and its Advisors) authorized to view Your Profile; (b) to make Your Materials available to you and any third party that you permit to view Your Profile on the Services; and (c) to permit third party service providers to assist ValuCompass to provide the Services, including to permit a third party hosted services provider to host the Services.

We do not control, monitor or check your Data or Your Materials that you place on our systems to confirm that you own them and have the rights to upload them to our servers. Therefore, you represent and warrant to ValuCompass that (i) you will obtain any and all necessary clearances, releases, approvals and consents from, and make any and all required payments to, third parties in connection with your Data and Your Materials and will obtain

and maintain all rights necessary to grant the licenses granted to ValuCompass in this Section; (ii) you will not provide or upload to the Services any materials that violate the rights of any third party, including but not limited to medical information, credit card information or social security numbers, driver's license or personal identification numbers or account numbers without proper authorization; (iii) you will not provide or upload to the Services any materials that are unlawful, libelous, obscene, or that impose any obligation or liability on ValuCompass, and you and your Data and Your Materials will comply with all applicable laws, rules and regulations, including but not limited to all applicable privacy and data protection laws, rules and regulations; and (iv) Your Materials will not contain any malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Services or Content, or any spam. You are responsible for properly entering and updating your Data and Your Materials and taking your own steps to maintain appropriate security, protection and backup of your Data and Your Materials, including archiving your Data and Your Materials. You are solely responsible for your Data and Your Materials, including the accuracy, appropriateness and lawfulness of Your Materials and for handling and processing notices sent to you by any third party claiming that Your Materials violate that party's rights, including, without limitation, notices pursuant to Title 17, United States Code, Section 512 (the "Digital Millennium Copyright Act"). ValuCompass uses commercially reasonable efforts to protect the security of its systems and Services, but it cannot be, and is not, responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, corruption, correction or failure to store any of your Data or Your Materials. Upon termination of your account for any reason, ValuCompass may assume that you have backed up or saved all of your Data and Your Materials, and ValuCompass may delete all of your information, including but not limited to Your Profile (including your Data and Your Materials).

7. PROHIBITED MATERIALS. If ValuCompass reasonably believes any of Your Materials violate the law, infringe or misappropriate any third party's rights, or otherwise violate the Agreement ("Prohibited Materials"), ValuCompass will notify you of the Prohibited Materials and may request that such materials be removed or access to them disabled. If you do not remove or disable access to the Prohibited Materials within two business days after notice (or shorter time period if required by a court or applicable law),

ValuCompass may remove or disable access to Your Materials or suspend the Services to the extent ValuCompass is not able to remove or disable access to Your Materials. Notwithstanding the foregoing, ValuCompass may remove or disable access to any Prohibited Content without prior notice if it required to do so pursuant to the Digital Millennium Copyright Act or as required to comply with any judicial, regulatory, or other governmental order, or to protect itself, other clients or the public from harm. If ValuCompass removes Your Materials without prior notice, it will provide prompt notice to you unless prohibited by law.

8. FEEDBACK. ValuCompass is happy to receive feedback, suggestions, ideas, and recommendations regarding its Services, website and other aspects of its business. You may (but are not obligated to) provide ValuCompass with comments or other feedback, suggestions, or recommended improvements regarding the Services and Content (collectively, "Feedback"). However, if you choose to provide Feedback then you acknowledge and agree that ValuCompass and its designees are free to use, disclose, reproduce, license, sublicense and otherwise distribute and exploit Feedback as ValuCompass sees fit without any obligation or restriction of any kind (including any restrictions on account of intellectual property rights or otherwise), and that no royalties or other payments will be required or expected as a result of such Feedback.

9. RESERVATION OF RIGHTS. All right, title and interest (including all copyrights and other intellectual property rights) in the Services, Content, and ValuCompass's trademarks, trade names and logos ("ValuCompass Trademarks") belong to ValuCompass and its suppliers. As between us and you, all right, title and interest (including all copyrights and other intellectual property rights) in Your Materials belong to you. Except as expressly provided in the Agreement, nothing in the Agreement will be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property or proprietary rights. You will not remove or obscure the copyright or other notices contained in the Content or Services.

10. PAYMENTS. An Agency may pay the Subscription Fee for your use of the Services. Unless an Agency pays your initial Subscription Fee, or, at the beginning of any Renewal Term, an Agency pays your renewal Subscription

Fee, you are responsible for, and will pay to ValuCompass, the annual subscription fee for the Services at ValuCompass's then-current rate if you wish to continue using the Services after the expiration date (the "Subscription Fee "). ValuCompass will invoice you in advance for all Subscription Fees (unless previously paid by an Agency), and all Subscription Fees are due within 15 days of the date of ValuCompass's invoice to you. All amounts paid under this Agreement are nonrefundable. Without limiting its other rights under this Agreement, IF we do not receive payment in a timely manner, ValuCompass may disable your ability to access your account and view Your Profile until full payment has been received. Subscription Fees do not include any taxes or similar charges. You are solely responsible for all applicable sales, use, VAT and other taxes and similar charges and duties incurred in connection with this Agreement, other than taxes based on ValuCompass's income. You will reimburse ValuCompass if ValuCompass is required to pay any such taxes on your behalf or as a result of your use of the Services.

11. TERM. This Agreement will begin on the date you first register for the Services ("Effective Date") and will continue for one year after the Effective Date (the "Initial Term") unless earlier terminated. At the end of the Initial Term, if the renewal Subscription Fee is paid, the Agreement will automatically renew for successive one year terms (each a "Renewal Term") unless and until either party provides written notice of termination to the other party at least 30 days before the expiration of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms (if any) constitute the Term. You may terminate this Agreement at any time upon written notice to ValuCompass, but any Subscription Fees previously paid are nonrefundable. Either you or ValuCompass may terminate this Agreement if the other party breaches the Agreement and does not cure the breach within 30 days after written notice thereof from the other party. In addition, ValuCompass may terminate this Agreement immediately if you breach Section 4 (Limitations on Use), 12 (Confidentiality), or Exhibit A. Sections 6 (but only with respect to Data), 8, 9, 11, 12, 14, 15, 16, 19, 20 and 21 will survive any termination or expiration of this Agreement. ValuCompass will have no obligation to continue to store or permit you to access or retrieve any of Your Materials or Your Profile after termination of this Agreement.

12. CONFIDENTIALITY. ValuCompass's confidential information includes the Services, Content, all non-public information, technology, materials and know-how that ValuCompass provides to you in relation to the Services, and the terms and conditions of the Agreement. You will use ValuCompass's confidential information only for the purposes expressly permitted by this Agreement. You will hold in strictest confidence, and not disclose to any third party, any of ValuCompass's confidential information.

FOR PURPOSES OF CLIENT ENGAGEMENT, you may share a client report with another advisor or expert only if: The client has given you permission to do so, as noted on the client dashboard under the Business Owner Profile, you use the Share feature provided on the dashboard, and the recipient of the report acknowledges the confidential nature of these reports by agreeing to the Terms of Service on their own ValuCompass dashboard.

13. PROMOTIONAL MATERIALS. If you provide compliments, feedback or testimonials (collectively, "Testimonials") to ValuCompass, you hereby grant ValuCompass the right to publish and distribute your Testimonials in association with the Services, including on the website and in promotional materials. You understand that ValuCompass may request to use your name and logo on ValuCompass promotional materials, provided that your name and logo will be used only with your prior permission. You may not use ValuCompass's name or ValuCompass Trademarks in promotional or marketing materials without ValuCompass's express prior written consent (provided that you acknowledge that in addition to any other requirements imposed by ValuCompass, any such consent is contingent upon your strict compliance with ValuCompass's trademark guidelines). Without limiting the foregoing, you will not describe yourself as being in any way endorsed or approved by ValuCompass.

14. NO WARRANTY; DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ValuCompass PROVIDES THE SERVICES AND CONTENT ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ValuCompass AND ITS SUPPLIERS,

CONTRACTORS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AND HEREBY EXPRESSLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT; (B) OF ADEQUACY, ACCURACY, TIMELINESS AND COMPLETENESS OF CONTENT OR RESULTS; (C) ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (D) OF TIMELY, UNINTERRUPTED, ERROR-FREE OR SECURE ACCESS OR USE. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY INFORMATION AND CONTENT AVAILABLE THROUGH THE SERVICES. THE SERVICES ARE NOT INTENDED TO BE FINANCIAL VALUATIONS AND ARE TO BE USED FOR INTERNAL BUSINESS PLANNING PURPOSES ONLY. ValuCompass IS NOT LIABLE FOR ANY DISPUTE THAT ARISES BETWEEN YOU AND ANY AGENCY OR ADVISOR.

15. INDEMNIFICATION. ValuCompass does not control your use of the Services. Accordingly, you will indemnify, defend, and hold harmless ValuCompass, its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, arising from (a) any violation of the Agreement by you, (b) Your Materials (including but not limited to any claim that Your Materials violate any third party intellectual property or proprietary rights), (c) any modification of the ValuCompass Services by you or your combination of the ValuCompass Services with any software or hardware not approved by ValuCompass; (d) violation of any law, rule or regulation by you, (e) any use of the Services or Content by you, or (f) the relationship between you and any Agency or Advisor.

16. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ValuCompass AND ITS SUPPLIERS, CONTRACTORS AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, BASED ON OR RESULTING FROM THE AGREEMENT OR YOUR ACCESS TO OR USE OF THE SERVICES OR CONTENT, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE

FROM (A) BREACH OF CONTRACT; (B) BREACH OF WARRANTY; (C) NEGLIGENCE; OR (D) ANY OTHER CAUSE OF ACTION. ValuCompass'S AND ITS SUPPLIERS', CONTRACTORS' AND LICENSORS' MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS ARISING OUT OF, BASED ON OR RESULTING FROM THE AGREEMENT OR YOUR ACCESS TO OR USE OF THE SERVICES OR CONTENT WILL NOT EXCEED THE ACTUAL DIRECT DAMAGES INCURRED BY YOU IN RELIANCE UPON THE AGREEMENT, UP TO THE AMOUNT OF FEES PAID BY YOU TO ValuCompass FOR THE SERVICES PROVIDED TO YOU DURING THE 6 MONTH PERIOD PRECEDING THE DATE THE CLAIM IS MADE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS, AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

17. COPYRIGHT INFRINGEMENT CLAIMS. ValuCompass respects the intellectual property rights of others, and asks that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify ValuCompass's copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- (a) Identification of the copyrighted work that you claim has been infringed;
- (b) Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;
- (c) Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- (d) A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By mail:
ValuCompass, LLC.

85 North Main Street, Suite 245-A
White River Junction, Vermont 05001

18. CHANGES TO TERMS OF USE. You can review the most current version of the terms of use at any time at www.valucompass.com..

ValuCompass reserves the right to change these terms of use at any time upon notice. ValuCompass may give notice by posting the updated terms of use on the Services or by any other reasonable means, including sending you notice at the e-mail address associated with your account. You are obligated to keep your email address correct and current by updating it through your account settings, and acknowledge that this is the method of communication that ValuCompass will use for this notification purpose. Failure to keep your email address correct and current may result in email not reaching you, but you will still be bound by any changes if you continue to use the Services. The updated terms of use are binding on you on the effective date indicated in the updated terms of use. If you do not agree to the updated terms of use, you must terminate your registration with the Services immediately and stop using the Content and the Services before the effective date. Your continued use of the Services or Content after the effective date will constitute your acceptance of the updated terms of use.

19. UNLAWFUL ACTIVITY AND VIOLATIONS OF AGREEMENT.

ValuCompass reserves the right to investigate complaints or reported violations of the Agreement and to take any action ValuCompass deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. ValuCompass reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including but not limited to the right to block access from a particular internet address to the Services and any other ValuCompass Websites.

20. CHOICE OF LAW; BINDING ARBITRATION. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. The Agreement will be governed by and construed in

accordance with the laws of the State of Vermont, without giving effect to its conflict of laws provisions. YOU AND ValuCompass EACH AGREE THAT ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATED TO THE SERVICES, CONTENT OR THE AGREEMENT, WILL BE RESOLVED IN WINDSOR COUNTY, VERMONT BY BINDING ARBITRATION BY A SINGLE NEUTRAL ARBITRATOR OF THE AMERICAN ARBITRATION ASSOCIATION (AAA). YOU AND ValuCompass EACH ALSO AGREE THAT THESE TERMS AFFECT INTERSTATE COMMERCE SO THE FEDERAL ARBITRATION ACT APPLIES INCLUDING WITH RESPECT TO ANY QUESTION OF WHETHER A CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION (DESPITE THE CHOICE OF GOVERNING LAW IN THIS SECTION). YOU AND ValuCompass EACH AGREE WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE BASIS, REGARDLESS OF THE APPLICATION OF PROCEDURAL RULES BY ANY ARBITRATOR. IF ANY COURT OR ARBITRATOR HOLDS THAT THE CLASS ACTION WAIVER IS UNENFORCEABLE, THEN THE DISPUTE MUST BE BROUGHT IN A STATE OR FEDERAL COURT IN WINDSOR COUNTY, VERMONT. YOU AND ValuCompass EACH ALSO AGREE THAT FOR ARBITRATED CLAIMS THE ARBITRATOR'S AWARD WILL BE FINAL AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. For each dispute or claim, you and ValuCompass will each give the other the opportunity to resolve it by sending the other a written description along with relevant documents, supporting information and the proposed resolution. You and ValuCompass each agree to negotiate disputes and claims in good faith. If we are unable to resolve the dispute or claim within 60 days after notice is received by the receiving party, you and ValuCompass each may pursue the dispute or claim in arbitration. Notice to ValuCompass will be sent to support@ValuCompasssoftware.com. ValuCompass will attempt to notify you in writing at the email address or mailing address then current in your account. You and ValuCompass each are responsible for our own respective costs relating to the arbitration, except that ValuCompass will pay the arbitration administrative or filing fees, including the arbitrator fees. An arbitrator may award on an individual basis any relief authorized by law, including injunctive or declaratory relief and attorneys' fees. Notwithstanding anything in this Section, ValuCompass may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or stop a breach of the Agreement.

21. GENERAL. If a court of competent jurisdiction determines that any part of the Agreement is invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect. The section titles in the Agreement are used solely for the parties' convenience and have no legal or contractual significance. ValuCompass may assign the Agreement, in whole or in part, at any time. You may not assign the Agreement or assign, transfer or sublicense your rights, if any, in the Services or Content, including by operation of law or otherwise. Any prohibited assignment will be void. This Agreement will be binding upon and will insure to the benefit of the parties' permitted successors and assigns. ValuCompass's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. The Agreement constitutes the entire agreement between you and ValuCompass with respect to the Services and Content and supersedes all prior or contemporaneous communications of any kind between you and ValuCompass with respect to the Services and Content.

For more information regarding these terms of use, please contact ValuCompass:

85 North Main Street, Suite 245-A
White River Junction, Vermont 05001

By email:

support@valucompass.com

EXHIBIT A

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services and the website located at www.bluesky.valucompass.com or successor URL (the "ValuCompass Site"). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the ValuCompass Site. By using the Services or accessing the ValuCompass Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use the Services or ValuCompass Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

- **Infringing Content.** Content that infringes or will misappropriate the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, email headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

- Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No EMail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or ValuCompass Site. We may:

- investigate violations of this Policy or misuse of the Services or ValuCompass Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the ValuCompass Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.